

**Hunter Walker**

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**From:** Angie Jones  
**Sent:** Wednesday, March 19, 2014 9:58 AM  
**To:** Hunter Walker  
**Subject:** contract with Milton Crossings  
**Attachments:** sales agreement iv.doc

Hunter: As you know, I have been working with Attorney John Monroe on a contract for the Highway 90 site. Mr. Monroe represents Brian DeMaria, who has a contract to purchase the site from Charter Bank (documents to follow). Brian DeMaria has assigned his contractual rights to a newly formed company which he wholly owns, Milton Crossings, LLC.

Attached is the contract I propose for the property. If accepted the contract would need to close by the end of 2014. The county would retain the right to cancel the contract for any reason until November 21, 2014.

Angie Jones  
Santa Rosa County Attorney  
6495 Caroline Street, Suite C  
Milton, Florida 32570  
(850) 983-1857

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Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

## REAL PROPERTY PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by **MILTON CROSSINGS, LLC**, a Florida limited liability company (herein "Seller"), and **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, ("Purchaser").

1. **Property.** Seller agrees to sell and convey and Purchaser agrees to purchase and pay for, on the terms and conditions contained in this Agreement, certain real property located in Santa Rosa County, Florida, more particularly described in **Exhibit "A"**, attached hereto as a part hereof, together with all improvements thereon and all rights, privileges, easements and appurtenances thereto, (collectively, the "Property").

2. **Purchase Price.** The purchase price for the Property is \$1,410,768.75 (subject to adjustment as set forth below), payable as follows:

a. \$10,000.00 deposited with Emmanuel, Sheppard & Condon, as Escrow Agent ("Escrow Agent");

b. \$1,400,768.75 (balance of Purchase Price), subject to adjustments and prorations as provided in this Agreement, by certified or cashier's check, payable at the closing and upon delivery of Seller's deed as hereinafter provided.

c. The Purchase Price is based on the tiered purchase prices as outlined in Charter Bank's response to Seller's RFP for Courthouse sites dated November 12, 2013, ("RFP Response"). The Purchase Price stated herein assumes 22.46 acres. The exact legal description for the property will be determined by survey and should the number of actual acres differ, the purchase price shall be adjusted based on the tiered prices outlined in the RFP Response.

3. **Title and Survey Matters.** Within 60 days after the date of this Agreement, Purchaser shall cause a commitment for title insurance (the "Commitment") with respect to the Property in the amount of the Purchase Price to be issued through a title insurer of Purchaser's choice. Purchase recognizes that Seller is not currently the fee title holder of the Property but has a valid and binding contract to purchase the fee title to the Property plus the adjoining property (defined hereinafter), from Charter Bank (the "Charter Bank Contract"). If the Commitment shows that Charter Bank does not have title to the Property in fee simple, or that the Property is subject to any title defects, liens or mortgages that will not be paid or released at or prior to closing, or to any easements, rights-of-way, covenants, conditions, reservations or restrictions that will impair Purchaser's ability to use the Property for its current use, then Purchaser shall give Seller written notice thereof within 20 days after the date of receipt of the Commitment, or the same shall be deemed to have been waived by

Purchaser. Any such defects, liens, encumbrances, easements, rights-of-way, covenants, reservations or restrictions that are set forth in such written notice are hereinafter referred to as a "Title Objection".

Seller shall have 120 days from the receipt of such notice to remove such title defects, failing which Purchaser shall have the option of either accepting the title as it then is or demanding a refund of deposit(s) paid which shall immediately be returned to Purchaser thereupon, Purchaser and Seller shall release one another of all further obligations under the Contract. Seller shall use his best efforts to correct defects in the title within the time provided for, including the bringing of necessary suits, except that any Title Objection which is a monetary lien that can be satisfied out of the closing proceeds will be so satisfied.

Seller shall obtain a survey of the Property as soon as possible after the date of this Agreement, and will furnish a copy of the same to Purchaser. Any defect disclosed by such survey will be treated the same as a title defect, such that if Purchaser gives notice thereof to Seller within 20 days after the date of receipt of the survey, such defect will be considered a Title Objection; otherwise, the same shall be deemed to have been waived by Purchaser.

4. **Conveyance.** At the closing, Seller shall execute and deliver to Purchaser the following documents:

a. Its general statutory warranty deed, conveying to Purchaser marketable title to the Property in fee simple, free and clear of all liens and encumbrances except the following (the "Permitted Exceptions"): (a) real estate taxes and assessments which are not due and payable as of the date of the closing, (b) all easements and rights of way, whether or not written or of record, (c) all covenants, conditions, reservations and restrictions of record, (d) rights of tenants in possession, and (e) building, zoning, land use and environmental laws, statutes, ordinances, codes, resolutions and regulations;

b. A non-foreign seller affidavit;

c. A standard seller's title affidavit with respect to parties in possession, construction liens and unrecorded or intervening title matters.

5. **Prorations and Expenses.** Real estate taxes, impounds and assessments will be prorated at closing based on the most recent tax bills available.

6. **Closing Costs.** Seller shall pay for the expense of a boundary survey, settlement fee real estate professionals' fee (if any) and for documentary stamps on the deed. Purchaser shall pay title insurance search fees, and premiums and all recording fees. Each party shall pay their respective attorney's fees.

7. **Closing.** The closing for the payment of the purchase price and delivery of



Seller's deed shall be held at a location of Purchaser's choice, on or before December 31, 2014.

8. **Possession.** Exclusive possession of the Property shall be delivered to Purchaser at the closing, subject to the Permitted Exceptions.

9. **Due Diligence Period.** Seller shall make the Property available for inspection by Purchaser during the first one hundred fifty (150) days after the date of this Agreement (the "Due Diligence Period"), and Purchaser may, at Purchaser's sole risk and expense, undertake an inspection of the Property during that time, and to make such market and feasibility studies, soil borings and tests as Purchaser deems necessary to determine the suitability of the Property for the purchase contemplated herein, provided such tests do not materially damage the Property materially.

Purchaser shall have the right to examine all documents, records and other matters and things related to the Property, including permits, any existing survey or existing title insurance policies, easement agreements, leases, copies of service contracts, warranties, utility servicing agreements, zoning classification and all other documents or items relating to the construction, operation, occupancy and maintenance of the Property. Seller shall make available to the Purchaser, within 10 days following the acceptance of this Agreement, all of the items herein described which are within the possession or control of Seller so as to facilitate Purchaser's prompt and full evaluation of the Property.

Purchaser shall indemnify and hold harmless Seller from all claims, liabilities, costs and expenses incurred by Seller and arising from any entry on or activities conducted upon the Property by Purchaser or its officers, employers or contractors. If Purchaser is not satisfied in its sole discretion with the results of its inspection of the Property, Purchaser may terminate this Agreement by giving written notice of termination to Seller by not later than the expiration date of the Due Diligence Period, and upon such termination, the earnest money deposit shall be returned to Purchaser and both parties shall thereupon be relieved of all further obligation and liability under this Agreement. Purchaser shall keep the results of all such environmental inspections confidential, except to the extent required by law.

Seller states that they are not aware of any condition of the property which might cause the property to be in violation of any state or federal environmental rules, regulations or laws.

10. **Representations as to Environmental and Hazardous Wastes.** Seller represents that, to the best of its knowledge, without inquiry, the following statements are true and correct:

a. **Environmental.** No hazardous or toxic materials, substances,

pollutants contaminants or wastes have been released disposed of at, on or near the Property, nor has the Property been used at any time by any person as a landfill of a waste disposal site.

b. **Hazardous Wastes.** There are no hazardous substances as defined by the Comprehensive Environmental U.S.C. 9602(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9604(A)(2), or hazardous wastes as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sec. 6903(5), or other similar applicable federal or state laws and regulations, including regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, have been generated, released, stored or deposited over, beneath or on the Property or on or in any structures located on the Property from any source whatsoever by Seller, its predecessors in interest in the Property or any other person.

c. **Environmental Assessments.** During the term of this contract, Seller shall supply to Purchaser copies of any environmental studies, audits, reports or the like which come into its possession. Such copies shall be supplied within ten (10) days of Seller's receipt thereof.

11. **Risk of Loss and Condemnation.** The risk of loss or damage to the Property from casualty or condemnation prior to the Closing shall be born by the Seller.

12. **Ingress and Egress.** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use.

13. **Sale Contingencies.** The parties understand and agree that Purchaser has entered into this contract with the intent of constructing a courthouse or judicial facility on the Property and that such construction shall be financed by a sales tax in Santa Rosa County, Florida, which would have to passed by referendum of the electorate. This contract is contingent upon passage of the said sales tax referendum. In the event that the contemplated sales tax referendum fails, or is not placed on the ballot for any reason or if the contemplated sales tax is not implemented for any reason, then, at the option of the Purchaser, this contract shall expire and Purchaser's earnest money deposit shall be refunded to it. This contingency need not (and shall not) be completed within the Due Diligence Period otherwise outlined in this Agreement but must be satisfied by November 21, 2014.

This contract is further contingent upon Purchaser obtaining, during the Investigation Period, conditional use approval for the construction of a courthouse on the Property. In the event that such approval is not sought or is not granted during the Investigation Period, then, at the option of the Purchaser, this contract shall expire and Purchaser's earnest money deposit shall be refunded to it.

Further, the parties acknowledge that the intended use of this property by the Purchaser is for a courthouse or judicial facility. If at any time prior to November 21, 2014, Purchaser shall determine, in its sole discretion, that the property is unsuitable or unacceptable for use as a courthouse or judicial facility, then it may cancel this contract without penalty and Purchaser's earnest money deposit shall be refunded to it.

14. **Notices**. Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when received if sent by any of the following means: U.S. certified mail, postage prepaid, return receipt requested; reputable overnight courier; facsimile transmission; or hand delivery; addressed as follows:

To Seller:	Milton Crossings, LLC Attn: Brian DeMaria 2539 Bayou Boulevard Pensacola, Florida 32503
With copy to:	John W. Monroe, Jr. Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, Florida 32502
To Purchaser:	County Administrator Santa Rosa County, Florida 6495 Caroline Street, Suite M Milton, Florida 32570

Either party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Paragraph

14. **Binding Effect: No Assignment**. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns. Purchaser may assign its rights under this Agreement to any third party, provided Purchaser gives written notice thereof to Seller.

15. **Entire Agreement: Governing Law**. This Agreement, together with all exhibits hereto and any other documents executed and delivered pursuant to the provisions hereof, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or in such letter of understanding will be of any force or effect unless contained in a written amendment to this Agreement executed by both Seller and Purchaser. This Agreement shall be construed in accordance with the laws of the State of Florida.



16. **Default.** In the event Purchaser fails or refuses to close the purchase of the Property and pay the purchase price in accordance with this Agreement, Seller's sole remedy will be to notify Escrow Agent to pay the earnest money deposit to Seller, and immediately upon receipt of such notice, Escrow Agent will pay the deposit. If for any reason Seller fails or refuses to close the purchase of the Property in accordance with this Agreement, other than failure of Seller to make Seller's title marketable as required above, Purchaser may seek specific performance of this Agreement or elect to receive the return of Purchaser's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

17. **Attorneys' Fees.** In the event any dispute between the parties hereto should result in litigation, the prevailing party will be reimbursed for all reasonable costs, fees and expenses incurred by the prevailing party in connection therewith, including, but not by way of limitation, reasonable attorneys' and legal assistants' fees before trial, at trial, after trial, on appeal and in bankruptcy proceedings.

18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one counterpart.

19. **Time is of Essence.** Time is of the essence of all provisions of this Agreement. If the last day of any period of time specified in this Agreement falls on a weekend or legal holiday, such period shall be extended through the end of the next business day.

20. **Development Cooperation.** The parties hereto recognize that Seller, as owner of adjoining property ("Adjoining Property") lying west of the Property, intends to develop such Adjoining Property in the future. The parties further recognize that the timing of the development on the Adjoining Property and the Property may not occur simultaneously and also recognize that it may be to the mutual benefit of both parties to share the benefits, burden and expenses of certain improvements to be constructed on the Adjoining Property and the Property. Accordingly, the parties hereto agree that each will adhere to the Santa Rosa County Land Development Code as it pertains to interconnectivity among commercial developments and shall strive to provide in favor of the other reciprocal easements for ingress and egress over paved and designated driveways as such are developed or relocated from time to time on the Adjoining Property and the Property. Further, Purchase and Seller acknowledge that a single shared storm water retention facility may be beneficial to allow for the maximum development of both parcels and therefore agree that the first of Seller or Purchaser to develop their respective parcels, shall strive to place such storm water retention facility at a location to allow for expansion to serve the second property to be developed. The cost of all such expansion shall be borne by the party conducting such expansion work.

In furtherance of the foregoing agreements regarding development, each party agrees to provide to the other, upon request, the proposals for the design of site improvements on their respective properties as such are created from time to time.

All of the provisions of this Section 20 shall survive closing and be binding on the parties hereto and their respective successors and assigns.

**WITNESS** the execution hereof as of the date first written above.

Witnesses:

As to Seller:

**Milton Crossings, LLC**, a Florida limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Brian DeMaria, Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

As to Purchaser:

**Santa Rosa County, Florida**

\_\_\_\_\_  
Jim Melvin, Chairman

ATTEST:

\_\_\_\_\_  
Don Spencer, Clerk of Court

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public



### ***EXHIBIT A***

The East 22.46 acres of the following described property: Commence at the Southeast corner of Section 7, Township 1 North, Range 28 West, Santa Rosa County, Florida; thence go North 90 degrees 00 minutes 00 seconds West along the South Line of said Section 7 a distance of 1129.89 feet; thence departing said Section line go North 00 degrees 01 minute 05 seconds West a distance of 99.77 feet to the Northerly Right-Of-Way line of U.S. Highway 90 and the Point of Beginning; thence continue North 00 degrees 01 minute 05 seconds West a distance of 1500.00 feet; thence go North 89 degrees 59 minutes 49 seconds West along a line being 1500.00 feet North and parallel to the aforesaid Northerly right-of-way line of U.S. Highway 90 a distance of 1290.30 feet to the East line of a parcel of land described in Official Records Book 1737 at Page 1688 of the Public Records of Santa Rosa County, Florida; thence go South 00 degrees 32 minutes 32 seconds West along said East line a distance of 1500.07 feet to the aforesaid right-of-way line of U.S. Highway 90; thence go South 89 degrees 59 minutes 49 seconds East along said right-of-way line a distance 1304.97 feet to the Point of Beginning. The above described parcel of land is situated in a portion of Section 7, Township 1 North, Range 28 West, Santa Rosa County, Florida. "FINAL DESCRIPTION TO BE DETERMINED BY CURRENT SURVEY"

Memorandum of Understanding  
For Santa Rosa County Concerning the Courthouse Location

As requested, please let this letter reflect the understanding by and between Charter Bank as Owner and F. Brian DeMaria as Buyer, of a +/- 44.6 acre parcel of property identified by the Santa Rosa Property Appraiser as #07-1N-28-0000-01500-0000.

The Buyer has this property under a binding contract with the bank that requires him to close by January 30<sup>th</sup> 2015.

If for some reason the Buyer cancels his contract during this period and does not close on the property the Owner agrees to sell a parcel to Santa Rosa County as per the November 12<sup>th</sup> 2013 RFP submission but reserves the right to decline to do so after December 31<sup>st</sup> 2014.

The above is hereby agreed to by and between:

Owner:  
Charter Bank

Lisa A. Manfred Title: Associate Date: 2-26-14  
Print: Lisa A. Manfred Asset Manager

Buyer:

Brian DeMaria Date: 2/26/14  
Print: BRIAN DEMARIA

ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE

The undersigned ("Assignor"), do hereby assign all my right, title and interest in and to that certain Contract for Sale and Purchase dated December 19, 2013, between Charter Bank as Seller, and F. Brian DeMara, as Buyer for the sale of property located at 5600 block of Highway 90, Milton, FL (44.3 +/- acres)

to:  
Milton Crossings, LLC, a Florida limited liability company ("Assignee")

Dated this \_\_\_\_\_ day of March, 2014.

Witnesses:

Print Name:

Print Name:

Print Name:

(Assignor)

SELLER APPROVAL

The foregoing Assignment is approved by  
Seller:

Charter Bank

By:

Print Name:

Print Name:

ACCEPTANCE OF ASSIGNEE

Milton Crossings, LLC, a Florida limited liability company, accepts the foregoing Assignment and agrees to be bound by the terms thereof.

Milton Crossings, LLC, a Florida limited liability company (Assignee)

By:

Print Name:

Print Name: